

**AGREEMENT FOR COMMUNICATION SERVICES****Contract No. 229-524-2433**

This is an Agreement between Windstream Communications, Inc. ("Company"), and Seminole County Board of Ed ("Customer"), dated February 6, 2008

Company agrees to provide and Customer agrees to purchase the following Communication Services or Equipment (check as applicable) subject to the terms and conditions of this Agreement:

- | | | | |
|--------------------------------------|---|---|--|
| <input type="checkbox"/> Wireline | <input type="checkbox"/> Business Ovation | <input type="checkbox"/> Business Connect | <input type="checkbox"/> Long Distance |
| <input type="checkbox"/> Centrex | <input type="checkbox"/> Maintenance | <input checked="" type="checkbox"/> Internet | <input type="checkbox"/> Private Line |
| <input type="checkbox"/> Frame Relay | <input type="checkbox"/> VPN | <input type="checkbox"/> Customer Premise Equipment (CPE) | |

Included as part of this Agreement are the attached TERMS AND CONDITIONS and any applicable executed SERVICE SCHEDULES identifying the specific Services (which hereafter shall where applicable also refer to Equipment) purchased.

Upon the earlier of signature below, Company supplying the Service or Customer accepting the Service, the parties are bound by this Agreement in accordance with its terms.

For: Seminole County Board of Ed

By: 
(signature)Name: **WALTER L. PIERCE**Title: **Superintendent**

Company: Seminole County Board of Ed

Address: 800 Woolfork Avenue
Donalsonville, Georgia 39845

Contact Number: 229-524-2433

Social Security Number, Tax ID Number or
Tax Exempt Status:

For: Windstream

By: 
(signature)

Name: Glenda Bridges

Title: AE

Sales ID Number: e003743

Director of Business Solutions: 
(signature)

Director of Business Solutions: Ernie Venet

Contact Number:

Tax Exempt (attach documentation): ☒

ST-5 (REV. 05-00)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER
EFFECTIVE JULY 1, 2000

To

Winstream Communications
(SUPPLIER)

2/7/08
(DATE)

(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- ☐ 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- ☐ 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- ☐ 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- ☐ 4. Direct Pay Permit authorized under Regulation 560-12-1-16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- ☒ 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- ☐ 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the craft is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- ☐ 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

Georgia Public School System

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith pursuant to the sales and use tax laws of the State of Georgia.

Seminole County Board of Education
(PURCHASER'S FIRM NAME)

N/A - See above line (5)
(CERTIFICATE OF REGISTRATION NO.)

800 South Woolfork Avenue, Donalsonville, Georgia 30845
(ADDRESS)

By

Sherry L. Gray
(SIGNATURE)

Title Financial Director

(OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a contractor which has been deemed to be the consumer, and is required to pay the tax at the time of purchase.



Contract No. 229-524-2433

TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

Term: This Agreement is binding. The duration (or "Term") of each Service is specified on the Service Schedule and begins on the date that the Service is installed and available for use. If no Term is specified, the Term is month-to-month. When a Service Term expires, Service will be provided on a month-to-month basis at Company's existing tariffed rates or prevailing price lists in the absence of a tariff. If Company is required to file this Agreement with a governmental authority, the Agreement is effective on the earlier of the date specified herein or approved by the authority.

Termination By Customer:

If Customer terminates a Service before the Term expires, then Customer will be required to pay Company 12 times Customer's monthly charges for the terminated Service or Customer's monthly charges times the remaining months under the Agreement if less than 12 months. Customer also will be responsible for all outstanding charges for Services Customer used prior to termination. If Customer received a bundled rate for multiple Services and Customer unbundles, terminates, or disconnects any of the Services, then the rate for Customer's remaining Service will be adjusted to the non-bundled rate. If Customer changes the service address or the location of Service, then Company may terminate the affected Service.

Termination By Company:

The following actions will have negative consequences to Customer's Service:

- (a) Customer does not honor this Agreement; or
- (b) Customer uses the Service in an adverse manner; or
- (c) Others use the Service fraudulently or unlawfully while on Customer's premises or while the Service is under Customer's control; or
- (d) Customer or others use the Service in an excessive, abusive, or unreasonable manner that is not customary for the type of Service; or
- (e) Customer resells any Service; or
- (f) Customer uses the Service to aggregate other persons' traffic.

In any of these instances, Company will limit, interrupt, or terminate Service and may restore Service if Customer corrects the violation and pays all outstanding amounts owed including restoration charges.

Charges for Services: Customer is responsible for paying all charges that apply to the Service, including items such as features, installation, repair, restocking, long distance, and directory or operator assistance. Customer also is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of the Service.

Company may bill Internet access in increments. Customer cannot carry over unused Internet Service hours to subsequent monthly billing cycles, and Company may measure access time from the time the port is seized to the time the port is released by Customer's computer.

Delivery and Installation: Company will deliver and install the Service or Equipment in accordance with Company's standard practices and requirements. Customer is responsible for providing an environment that is suitable for the Service or Equipment and for all delivery and installation costs incurred by Company.

Billing Information: Customer will provide Company with the correct address to obtain Service, and Customer acknowledges that Company is relying on this information to determine which taxes, fees, or surcharges apply to Service. Customer will notify Company if Customer's address changes. If Customer does not provide a valid address, Customer will be responsible for any additional taxes, fees, or surcharges for Services that result from Customer's error.

Payments: Company will bill Customer monthly for the Service, and Customer will pay the charges in full either on the due date indicated on the bill or within 30 days of the date on the bill. If Customer authorizes payment of Service by credit card or debit, then Company will not obtain further consent or provide additional notice before invoicing the credit card or debit for all amounts due and owing. Company may accept late payments, partial payments or any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer or to terminate this Agreement. Customer will be responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid balance.

Late Payments - If Company does not receive any portion of Customer's payment when it is due or if Company receives any portion of Customer's payment in funds that are not immediately available, then Company will assess a late payment penalty. Company will add the late payment penalty to the other amounts Customer owes and will calculate the late payment penalty as the total amount Customer owes times .000590 per day, compounded daily for the number of days from the payment date to and including the date actually received in immediately available funds, or the maximum lawful rate allowable by law.

Disputed Bills: Customer agrees that Customer has a responsibility to review bills in a timely manner and that Customer may dispute any portion of a bill in good faith. To dispute a bill, Customer must deliver to Company in writing the specific basis for the dispute within 30 days after the date on the bill. If Customer complies with this dispute process, Customer may withhold disputed amounts from Company until the dispute is resolved but is responsible for paying Company for all other undisputed charges. Customer agrees that Company denies and Customer waives automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill or invoice.

Contracting Parties: Customer and Company agree that each has the right to address billing and other payment issues that may arise under this Agreement directly with the other party. Company has the right to refuse to address billing and other payment issues through a consultant or external party representative designated by Customer and to address such issues directly with Customer.

Credits And Deposits: Customer authorizes Company to ask credit-reporting agencies for credit information about Customer. Company may require Customer to submit an initial security deposit and an additional deposit if Customer increases Services or Customer's credit rating changes. Simple interest will be paid on the cash deposit for the period Company holds deposit and will be refunded if satisfactory credit has been established or upon termination of Service. Company at its discretion may apply the deposit to any amount due and unpaid and may require a guarantee of payment by an individual or entity approved by Company.

Internet Access Service : Company provides Internet access Service subject to its Acceptable Use Policy available via a link on Company's website. Company's Acceptable Use Policy generally provides that Customer may not use the Internet access Service to engage in illegal activity or any activity that unreasonably interferes with other users' use and enjoyment of the Internet. Company's Acceptable Use Policy may change, and Customer must review the policy periodically and comply with any changes.

Personal Identifiers: Personal identifiers are a means through which Company provides and invoices Customer for Service, and they include telephone numbers and e-mail addresses. It is not Company's policy to change arbitrarily personal identifiers, although Company may be required by a governmental authority, regulation, or otherwise to change personal identifiers. Customer understands that personal identifiers are not Customer's property. (For example, in the case of an area code split, Company may be required to change Customer's area code.) Company may change personal identifiers upon reasonable notice, including notice of any associated transfer charges or fees.

Centrex Service: If Customer subscribes to Centrex Service, within 30 days of the date of this Agreement, Customer and Company will agree on the specific features and functions and minimum lines and groups to be provisioned. Company will have the right to bill Customer at Company's hourly rate for all programming, installation, or other labor associated with any adjustments to features and functions and services after Company initially provisions the Centrex Service.

Other Service Charges: All Service charges not addressed in this Agreement will be charged in accordance with Company's tariffs or price lists established by Company in the absence of tariffs.

Advertising or Publicity: Neither Customer nor Company will use the other's party's name, marks or trade names in any publicity, releases or advertisements without first securing the other party's written approval from an authorized representative.

Software License: To the extent that any Services or Equipment contains any licensed software, Customer will use the software solely in connection with the proper and lawful use of the Services or Equipment.

Risk of Loss: Once Services or Equipment is delivered to Customer, then Customer bears the risk of loss of the Services or Equipment.

Privacy and Customer Proprietary Network Information: Customer understands that Company may monitor and record Customer's communications to Company regarding Customer's account, Services or Equipment and for quality assurance. Company may release information it has about Customer and Customer's account when Company is reasonably required by law to do so and if necessary for the purpose of assisting Company in providing Service to Customer or if Company reasonably believes that an emergency exists. Company may analyze Customer's account and usage information and share this information with Company's affiliates to communicate with Customer regarding services or equipment that may become available. Customer may notify Company if Customer does not want Company to provide such information to other Company affiliates for this purpose.

Theft and Fraud: Company is not responsible or liable if Service is lost, stolen or misused. Customer will indemnify and hold harmless Company for all usage, charges, and liability incurred before Company receives notice from Customer of such loss, misuse, or theft. Customer is responsible for taking security measures to safeguard Equipment and Services and agrees that Company is not liable for fraudulent use of Equipment or Services caused by Customer not taking such measures. Customer will cooperate in the investigation of fraud or theft and provide such information that Company may request reasonably (including affidavits and police reports).

Limitation of Liability: COMPANY LIABILITY FOR SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATED CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEY'S FEES. COMPANY WILL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR EQUIPMENT, AND CUSTOMER ACKNOWLEDGE THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Disclaimer of Warranties: SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Emergency Services or 911 Access: CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES, CUSTOMER PREMISE EQUIPMENT, AND SERVICE CONFIGURATIONS MAY NOT PROVIDE ACCESS TO 911 SERVICES OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 SERVICES IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services or Equipment, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

Applicable Law: This Agreement and the provision of Services and Equipment are subject to the laws of the state in which the Service and Equipment are provided to Customer and any applicable federal law or Company tariff. Where this Agreement covers Services or Equipment in multiple states, then this Agreement and the provision of Services and Equipment are subject to the laws of the State of Delaware.

Assignment: Company may assign this Agreement to an affiliate or acquirer of all or substantially all of Company's assets without any advance consent from Customer. Customer may not assign its rights and obligations under this Agreement without Company's consent, which will not be unreasonably withheld, conditioned, or delayed.

No Waiver; Severability: If Company does not enforce any right or remedy available under this Agreement, that failure is not a waiver of its rights or remedies. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in force.

Third Parties: This Agreement is for the benefit of Customer and Company only, and not any third party.

Confidentiality: Except in those instances where this Agreement is required to be filed with a governmental authority, Customer and Company agree that this Agreement together with its attachments and Service Schedules contains proprietary and confidential information and shall not be disclosed publicly to any third party.

Entire Agreement: This Agreement, including the attached schedules, is the entire Agreement between Customer and Company and may be amended only in a writing signed by Customer and an authorized Company representative. This Agreement supersedes any and all statements or promises made to Customer by any Company employee or agent.

Signatures: This Agreement may be signed in counterparts, and facsimile copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

Customer Initials: WSP

Date: 2-7-08

Version: 02.00.2.0



AGREEMENT FOR COMMUNICATION SERVICES

ADDENDUM

Company Name: Seminole County Board of Ed
Contact Number: 229-524-2433
Contract No.: 229-524-2433

1. 20MB of Ethernet Internet Access via Managed Bandwith Service.
2. Contract Start Date July 1, 2008 thru June 30, 2013.
3. Monthly Pricing of \$2616.00
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Customer Initials: WHP

Date: 2-7-08

Version: 02.00 2.0

